## REMARKS

### Claim Status

Independent claim 11 is amended (example embodiments in paragraph [0036]) to clarify the invention and expedite prosecution, and new claim 43 is added (example embodiments in paragraphs [0014], [0029]) to depend from claim 11. Claim 43 is thought to be patentable over the prior art since it depends from claim 11 and claim 11 is understood to be patentable. Claims 11-23 and 43 are pending in the present application after entry of the present amendment. All remaining claims are thought to be allowable over the cited art.

### Rejections Under 35 USC §103(a)

Claims 11-23 are rejected as being unpatentable over "Greene" (Production and Inventory Control Handbook, 3rd Ed.) in view of "Gill" (U.S. Patent No. 4,641,108 to Gill, Jr.); "Bolotin" (U.S. Patent No. 6,732,853 to Bolotin); "Dobler" (Purchasing and Supply Management, Text & Cases, 6th Ed.); and "White" (How Computers Work). The rejection is respectfully traversed because the Office Action fails to show that all the limitations are suggested by the references, fails to provide a proper motivation for modifying the teachings of Greene with teachings of Gill, Bolotin, Dobler and White, and fails to show that the combination could be made with a reasonable likelihood of success.

The rejection is moot, however, in view of the amendment to claim 11. Claim 11 includes further limitations of encrypting, by the vendor using an encryption system provided by the first customer, one of the plurality of configurations selected by the first customer, whereby an encrypted configuration is generated; loading by the vendor, the encrypted configuration into the specified volumes of ICs; and loading by the vendor, a decryption program into the specified volumes of ICs, wherein the decryption program is provided by the first customer.

The prior art is not understood to teach or suggest that a customer-provided encryption system is used by a vendor to encrypt a customer-provided encryption system, with the encrypted configuration data being loaded into the IC. Furthermore,

the prior art is not understood to teach or suggest that the vendor loads a customer-provided decryption program into the IC, with the IC being packed for shipment to the customer. Thus, claim 11 is understood to be patentable over the prior art.
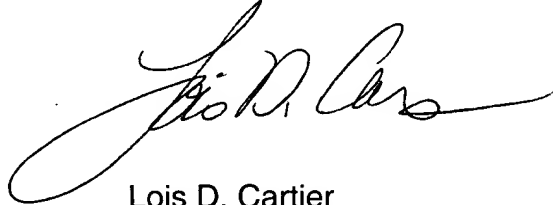
Claims 11-23 include many specific limitations that are not addressed in the Office Action. For example, claim 12 recites "attaching a memory device to the FPGAs"; Claims 13 and 14 recite "programming the memory device while it is connected to the FPGA", Claims 15-18 recite different types of the memory devices attached to the FPGA; Claim 19 recites "testing the programmed ICs"; Claim 20 recites "labeling the programmed ICs to reflect the selected configuration"; Claim 21 recites "tracking sales of the volumes of ICs programmed using the specific configuration"; Claim 22 recites that "the selected configuration is developed by the customer"; and Claim 23 recites that "the step of labeling comprises marking the programmed ICs with at least one of a customer name and a customer logo". The Office Action fails to cite any specific teachings of Greene, Gill, Bolotin, Dobler, or White as corresponding to these limitations, and no readily apparent teachings of any of these references appear to suggest these limitations.

Therefore, Applicant respectfully requests withdrawal of the rejection of claims 11-23 over the Greene-Gill-Bolotin-Dobler-White combination.

## CONCLUSION

Reconsideration and a notice of allowance are respectfully requested in view of the Amendments and Remarks presented above. If the Examiner has any questions or concerns, a telephone call to the undersigned is invited.

Respectfully submitted,

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*I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450, on June 27, 2006.*

___Pat Tompkins___
*Name*

*Signature*